

## Term Contract No. 765-E

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>765E</b>	<b>Brine Solution Application System (Liquid Application Management)</b>
<b>Effective Dates</b>	January 14, 2010 through January 13, 2013	
<b>Bid Number</b>	200901421	
<b>Administrator</b>	Mike Brendle	
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<b>Last Updated</b>	April 9, 2012	

### 1. General Information

This contract is intended to cover the State's normal requirements for Brine Solution Application System (Liquid Application Management )for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

### NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT:

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

### 2. Scope of Contract

The intent of this contract to establish the minimum requirements for Brine Solution Application System for installation by the end user into a dump body mounted on a tandem axle truck and operate with only minor hook up required. See specifications herein .

### 3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

### 4. Abnormal Quantities

Any agency requirement with the exception of NCDOT that exceeds 5 units must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

### 5. Minimum Orders

This contract will be for a minimum order of one unit for any single order

## 6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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#### Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: [E-Procurement Users](#)
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 765E.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- e. When the item to be ordered has been located complete the requisition and issue the purchase order.

#### Non E-Procurement Users:

**The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.**

- a. Click on the following link: [E-Procurement Public View](#)
  - b. **For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.**
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Arriba Buyer - Microsoft Internet Explorer provided by NC Department of Administration

Address: http://contracts.ncgov.com/Buyer/Main.asp?auth=

**Public View**  
your service

Catalog Browser

Explore  
Catalogs

## Explore Catalog

To locate a catalog item to add to your request, search by keyword or select more search options, enter their search values, and then search. You can also browse within a category or subcategory for items to add to your request or favorites group(s).

[View Log](#)

Keywords (And):  Search Reset Options \*

Keywords (Or):  Supplier:  - Select - (>20 choices)

Exact Phrase:  Manufacturer:  - Select - (>20 choices)

Exclude Words:  Type Name:  - No Choice -

Contract ID:  Language:  - Select - (1 choice)

Bundle ID:  Commodity Code:

Supplier Part #:  Mfg. Part #:

Price:  To:  ETA (Days):  To:

72,000 items found View By:  Category

<b>AGRICULTURAL EQUIPMENT, SUPPLIES &amp; CHEMICALS (370)</b>	<b>APPLIANCES, ELECTRICAL, CLOCKS (10976)</b>
AGRICULTURAL EQUIPMENT AND SUPPLIES (80) CHEMICALS (290)	APPLIANCES (10060) ELECTRICAL EQUIPMENT (900)
<b>BUILDING MATERIALS, MAINTENANCE (10622)</b>	<b>CLOTHING &amp; TEXTILE ITEMS (1412)</b>
BUILDING MATERIALS (9740) JANITORIAL SUPPLIES AND EQUIPMENT (487) PAINT AND PAINT MATERIALS (319) ...	CARPET AND FLOOR MAINTENANCE AND MACHINES (700) CLOTHING AND APPAREL (686) TEXTILE ITEMS (77) ...
<b>EDUCATIONAL &amp; ATHLETIC EQUIPMENT, SUPPLIES (505)</b>	<b>FOOD &amp; RELATED ITEMS (1750)</b>
EDUCATIONAL EQUIPMENT AND SUPPLIES (505)	160-00: BUTCHER SHOP AND MEAT PROCESSING EQUIPMENT (19) 165-00: CAFETERIA AND KITCHEN EQUIPMENT COMMERCIAL (150) 240-00: CUTLERY, DISHES, PLATWARE, GLASSWARE, TRAYS, UTENSILS, AND SUPPLIES (628) ...
<b>FURNITURE (OFFICE, EDUCATIONAL AND HEALTH CARE) (15970)</b>	<b>HIGHWAY CONSTRUCTION EQUIPMENT, GROUNDS (4205)</b>
415-00: FURNITURE: LABORATORY (6) 420-00: FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL (4672) 425-00: FURNITURE: OFFICE (11300)	HIGHWAY CONSTRUCTION EQUIPMENT AND SUPPLIES (4190) GROUNDS MAINTENANCE/LANDSCAPE/PLAYGROUND (15)
<b>MACHINES, TOOLS, MATERIAL HANDLING (4655)</b>	<b>MEDICAL &amp; LAB EQUIPMENT &amp; SUPPLIES (9727)</b>
MACHINES AND TOOLS (4636) MATERIAL HANDLING EQUIPMENT (19)	DRUGS & MEDICINES (24) LABORATORY EQUIPMENT AND SUPPLIES (5727) MEDICAL EQUIPMENT AND SUPPLIES (3976)

## **7. Delivery**

The contractor(s) will complete delivery within 45 days after receipt of purchase order

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

## **8. Transportation Charges**

All goods shall be delivered FOB DESTINATION any statewide location when the "order value" is one unit or more.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

## **9. Item Pricing Information-see section 6 above**

## **10. Price Lists and Catalogs**

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

## 11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address / Federal ID	Contact, Phone, E-Mail
Varitech Industries www.varitech-induxtries.com	4115 Minnesota St. Alexandria, MN 56308	Benjie Schoenrock 888.208.0686 320.763.5074 320.763.5612 F <a href="mailto:sales@varitech-industries.com">sales@varitech-industries.com</a>
	PO Box 457 Alexandria, MN 56308	
	Call for Federal ID numbers	
Dealer: Force America	8107 Arrowridge Blvd Charlotte, NC 28273	Jerry Gardner 888.208.0686 320.763.5074 320.763.5612 F <a href="mailto:jgardner@forceamerican.com">jgardner@forceamerican.com</a>

## 13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 14 Additional Information

**QUALITY ACCEPTANCE INSPECTION:** Upon delivery of the item(s), as called for herein, the end (state agencies only) user may request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4510.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

## 15. GENERAL SPECIFICATIONS

**NOTE: PRIOR TO PLACING ORDER, USER IS URGED TO CONTACT THE CONTRACTOR TO CONFIRM SPECIFICATIONS.**

### 1. GENERAL:

#### **WARRANTY:**

Bidder warrants that equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for 12 months from respective dates the machines are put in operations. Such replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). During the warranty period the State shall not incur any cost associated for transport of equipment needing repair. In addition, any specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract.

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Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the State.

**TRAINING:** Training is required and the successful vendor shall provide a qualified representative to instruct the owners operators in the proper operation, routine maintenance, safety and service at time of delivery of completed unit. .

### **STANDARD EQUIPMENT:**

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

### **LOCATION OF MANUFACTURING FACILITY:**

Alexandria, MN

The intent of this contract to provide a brine solution application system that slides in a tandem truck dump body. The application units bid shall meet or exceed the specification and be furnished with all equipment listed in the manufacturer's published literature as standard whether specified or not.

NOTE: ORDERING AGENCIES SHOULD CONTACT THE CONTRACTOR BEFORE PLACING ORDER TO INSURE THE SYSTEM WILL FIT AGENCY TRUCK

### **GENERAL:**

This is not intended for design purposes, but rather to designate minimum performance and operating characteristics of a self-contained brine solution application system. The application system shall be delivered complete ready to slide into a dump body mounted on a tandem axle truck and operate with only minor hook-up required. The model bid and furnished shall be a standard production model as referenced in published literature.

Make/Model: VARITECH AI1650HYD3LB

### **TANK:**

- a. Furnish a single molded polyethylene tank.
- b. UV stabilized with a specific gravity rating of no less than 1.9.
- c. Capacity rating of approximately 1635 gallons.
- d. For safety concerns the tank shall be a low profile elliptical leg design with maximum overall dimensions not to exceed 57" H x 71" W x 142" L .
- e. Minimum 16" threaded man way with vented lid.
- f. Furnish a baffling system that will eliminate unsafe conditions resulting from the liquid slosh associated with mobile poly tanks.
- g. The tank to have a minimum 2" stainless steel outlet with a stainless steel nipple and 2" brass port ball valve or equal components resistant to de-icing solutions.
- h. Furnished with a minimum of 4 tie-down bands.
- i. Tank gallon markings visible from rear of truck.
- j. 3 year tank warranty.

**PUMP & PLUMBING:**

- a. Furnish a centrifugal product pump capable of meeting required flow and pressure for dispensing 40 gallons per lane mile at 60 miles per hour. The pump to allow for variances higher and lower such as 60 gallons per lane mile at 40 miles per hour.
- b. Pump to have as a minimum; 2" NPT inlet, 1-1/2" NPT outlet, stainless steel shaft, viton/ceramic seals and integral drain ports with plugs.
- c. The pump to be driven by a direct coupled hydraulic motor of appropriate size.
- d. Hydraulic motor to have ports of 1/2" NPT; power will be provided through the existing truck hydraulic system.
- e. All plumbing components, mounting hardware, fasteners and clamps to be of proven resistance to standard de-ice or anti-ice solutions.
- f. To facilitate maintenance it is preferred that Banjo manifold fittings and standard port, 2" flange connectors be used wherever possible.
- g. The plumbing to be configured to allow self loading and unloading either through a base dispensing system or the product pump and shall allow any unused product being pumped to be returned to the tank.
- h. As a minimum furnish a 2" quick fill port with ball valve shut-off.
- i. Quick couple connections to have integral cam locks and tethered dust caps/plugs.
- j. System to include a Y-strainer with serviceable screen filter cartridge and an adjustable brass pressure relief valve with gauge.

**Spray Bar and Nozzles:**

- a. Unit capable of three (3) lane coverage.
- b. Spray bars 1-1/2" minimum schedule 80 PVC or functionally equivalent.
- c. Spray nozzles to be brass, straight stream, quick change, mounted in 16 degree clip-on swivel mount.
- d. Spray bar to include an inline check valve to prevent siphoning.
- e. Center spray bar has a minimum 10 nozzles.
- f. Side spray bars to have a minimum of 6 nozzles each.
- g. Spray bar height from pavement to be adjustable.
- h. Each spray bar to be independently controlled by electric on/off valves that are designed for de-icing or anti-icing solution and can be separated for maintenance or repair.
- i. Spray bar system to include a flow meter.

**System Control:**

Cab mounted controller with the following minimum features:

- a. Digital display.
- b. Application rates which can be adjusted on the fly.
- c. Automatic or manual operation.
- d. Display application error.
- e. Front panel and display are backlit.
- f. Calibration lockout feature.
- g. Minimum of 3 switches for independent lane selection.
- h. Rotary switch or equal to view as a minimum: gallons per lane mile; sub gallons; total lane miles; sub lane miles; gallons per minute; total

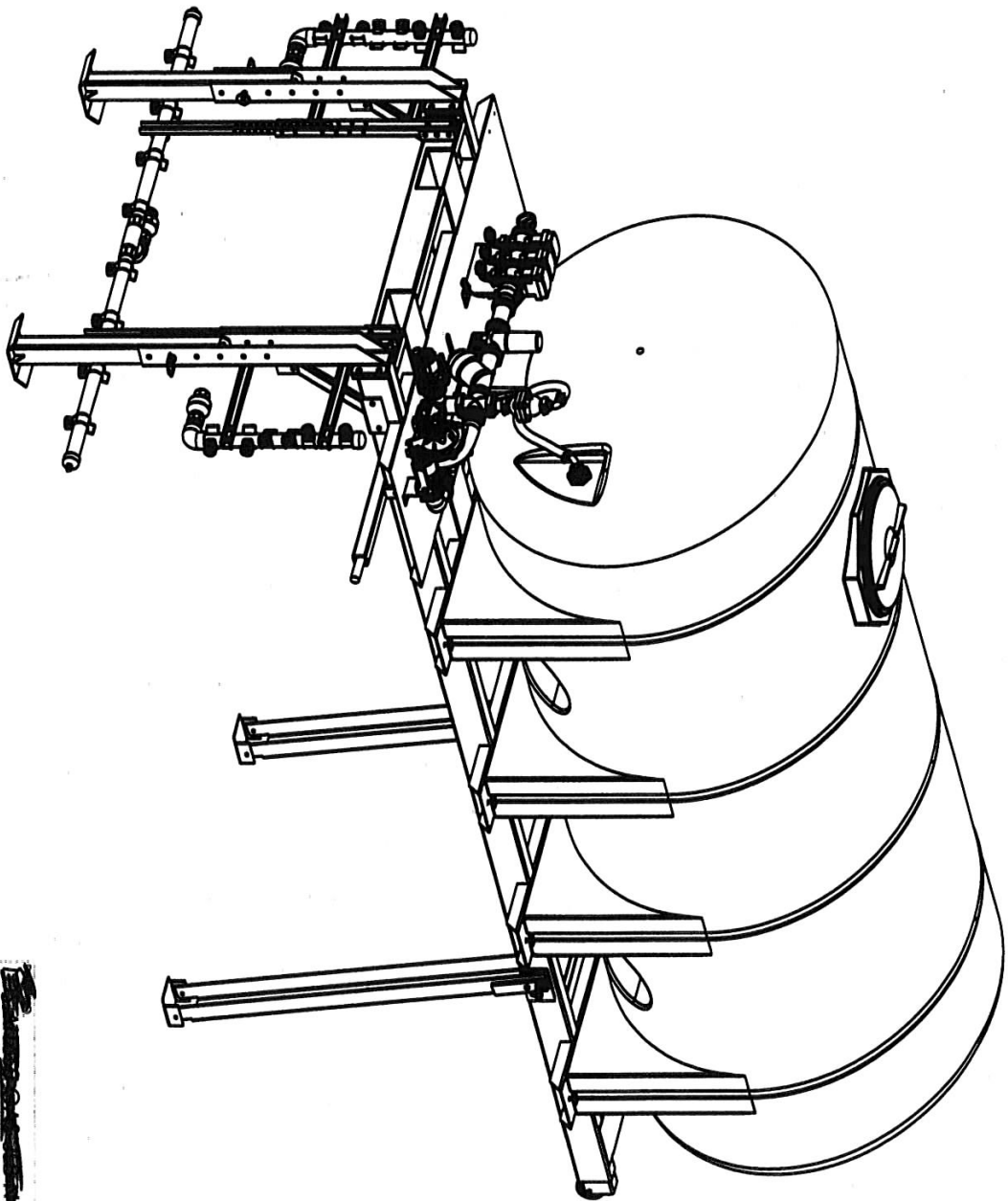
gallons; feet; mph.

- i. System to stop spraying automatically when the truck stops and starts spraying automatically when truck starts to move.
- j. Application rate shall be in proportion to ground speed.

**Frame:**

- a. System mounted on a frame that will support tank and components while in dump body; during loading; during unloading and during storage. Frame to provide proper tank support to maintain warranty.
- b. Overall width of frame 77" to allow for sliding into dump body.
- c. Height of frame 5" , length of 167 ½".
- d. blank
- e. Frame design will utilize dump body tailgate latches to secure the back of the frame to the dump body.
- f. Spray bar assembly to be separate from rear leg assembly.
- g. On each side at front of frame is a minimum 4" diameter by 2" wide wheel with grease fitting.
- h. Self folding front legs designed to pivot back when loading and have a pad that swivels to contour uneven surfaces.
- i. Rear legs to adjust vertically in height to accommodate easy loading of various height trucks and for road clearance when in use.
- j. Frame to include enclosed fork pockets accessible from the rear for safe and efficient transportation when using a forklift.
- k. Frame shall be black powder coated or painted with an industrial grade of black paint; with an appropriate rust inhibitor base coat or stainless steel.





**Varitech**  
**INDUSTRIES INC**  
A Subsidiary of FORCE America, Inc.

DATE ~~7/26/2004~~  
DESCRIPTION ~~7/26/2004~~  
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**Contract Addenda**
